

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

CARRINGTON MORTGAGE SERVICES, LLC

PLAINTIFF

v.

MICAH R. CRAM

DEFENDANT(S)

CIVIL ACTION NO:

COMPLAINT FOR FORECLOSURE

NOW COMES Plaintiff, Carrington Mortgage Services, LLC by and through its attorneys, Korde & Associates, P.C., and complains against the Defendant pursuant to 14 M.R.S. § 6321 et seq. saying further as follows:

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. Plaintiff Carrington Mortgage Services, LLC is a Limited Liability Company charged and organized under the laws of the State of Delaware with a principal place of business located at 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806.

4. Defendant Micah R. Cram is an individual with a last known address of 117 Porter Road, Skowhegan, ME 04976.

FACTS

5. Micah R. Cram is the owner of certain real property located at 117 Porter Road, Skowhegan, ME, by virtue of a deed from Jerrold M. Wentworth and Carolyn C. Wentworth to Micah R. Cram dated April 11, 2018 and recorded in the Somerset County Registry of Deeds on April 17, 2018 in Book 5269, Page 291.

6. On April 11, 2018, Micah R. Cram executed and delivered to Carrington Mortgage Services, LLC a certain promissory note in the original principal amount of \$157,102.00 (the "Note") in the original amount of \$157,102.00. A copy is attached hereto as Exhibit A.

7. Plaintiff is entitled to enforce the Note, as the Note is endorsed in blank by allonge attached thereto, rendering the Note enforceable by the party that is in possession of the original Note.

8. Plaintiff certifies that the owner of the Note is Carrington Mortgage Services, LLC.

9. To secure the Note, Micah R. Cram granted to Carrington Mortgage Services, LLC a mortgage in the amount of \$157,102.00 dated April 11, 2018 and recorded on April 17, 2018 in the Somerset County Registry of Deeds in Book 5269, Page 293 (the "Mortgage"). A copy of the Mortgage is attached hereto as Exhibit B.

10. The Mortgage was assigned by Assignment from Carrington Mortgage Services, LLC to Mortgage Electronic Registration Systems, Inc. dated April 9, 2018 and recorded on April 17, 2018 in Book 5269, Page 305. A copy of this Assignment is attached as part of Exhibit C.

11. The Mortgage was assigned by Assignment from Mortgage Electronic Registration Systems, Inc. to Carrington Mortgage Services, LLC dated April 16, 2019 and recorded on April 25, 2019 in Book 5401, Page 287. A copy of this Assignment is attached as part of Exhibit C.

12. Defendant Micah R. Cram is presently in default on the Note and due for the monthly payment due July 1, 2022, and all payments due thereafter, thereby breaching a condition of the Mortgage.

13. By letter dated October 25, 2022, notice was provided that the Note was in default and of the right to cure the default. A copy of the notice is attached hereto as Exhibit D.

14. The notice was given on October 28, 2022 by first class mail, postage prepaid with a United States Postal Service Certificate of Mailing and by certified mail, return receipt requested, and therefore expired on December 9, 2022.

15. The default has not been cured and, in accordance with the Note and Mortgage, the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage have been declared to be presently due and payable.

16. The following amounts are due and payable to the Plaintiff, exclusive of costs of collection, including attorney's fees, under the terms of the Note and the Mortgage:

Principal Balance	\$147,218.83
Accrued Interest	4,272.39
Late Charges	173.50
Property Inspection Fees	80.00
Property Preservation Fees	30.00
NSF Charges	10.00
Escrow Shortage	327.39
FHA Premium Due	203.64
Additional Escrow (Tax/Hazard)	6,159.00
Total	<hr/> \$158,474.75

Additional interest is accruing on said principal balance from said date at a rate of \$21.47 per day.

17. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale.

COUNT I - FORECLOSURE

18. Plaintiff repeats and re-alleges paragraphs 1 through 17 as if fully set forth herein.

19. This is an action for foreclosure and title to real estate located at 117 Porter Road, Somerset, Maine. See Exhibit B.

20. Plaintiff is entitled to enforce the Note, as Carrington Mortgage Services, LLC. executed an allonge in blank attached to the original Note, rendering the Note enforceable by the party that is in possession of the original Note.

21. Plaintiff, directly or through its agent, is in possession of the original Note, Mortgage and any assignments. A copy of the Note is attached hereto as Exhibit A.

22. Plaintiff, Carrington Mortgage Services, LLC, is the current owner of the Mortgage and Note.

23. Plaintiff is the party entitled to collect the debt evidenced by said Note and is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.

24. Defendant, Micah R. Cram is presently in default on the Note and due for the monthly payment due July 1, 2022, and all payments due thereafter, thereby breaching a condition of the Mortgage and the Note.

25. The default has not been cured and all sums due under the Note and Mortgage are presently due and payable.

26. The total amount due on the Note and Mortgage is \$158,474.75.

27. Notice was sent in compliance with 14 M.R.S. § 6111 on October 28, 2022, as evidenced by a copy of the notice and proof of mailing attached hereto as Exhibit D.

28. Plaintiff certifies that all steps mandated by law to provide notice of the default and of the right to cure have been taken and strictly performed.

29. By virtue of a breach of condition of the Note and Mortgage, Plaintiff hereby demands the foreclosure of the Mortgage and the sale of the Premises.

30. Defendant Micah R. Cram is not in the military as defined under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 *et seq.*

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff prays that this Honorable Court:

- A. Determine that there has been a breach of condition of the Mortgage;
- B. Determine the amount due on the Note and Mortgage, including principal, interest, reasonable attorney's fees, court costs, and other expenses;
- C. Find Micah R. Cram liable for any deficiency balance remaining due to Plaintiff after the sale of the Premises and application of the proceeds of sale;
- D. Issue a Judgment of Foreclosure and Sale in conformity with 14 M.R.S. § 6322;

E. Order exclusive possession of the Premises to the Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the Clerk to issue a writ of possession at the request of the Plaintiff; and

F. Grant such other and further relief as the Court may determine proper.

Respectfully submitted,

Carrington Mortgage Services, LLC

Dated: 12/23/22

By: /s/ Carrie Folsom

Carrie Folsom, Esq. #9510

Attorney for Plaintiff

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